

Record/FILE ON DEMAND

Acceptance of Offer with full immunity AND WITHOUT RE COURSE! MEC-0428BNYM-SPMS1203-BNYM1SMS3[©] is secured and reserved with all rights retained, Private Property no trespass permitted or allowed under common law restrictions and prohibitions.

**UNITED STATES DISTRICT COURT for the
EASTERN DISTRICT of NEW YORK at
Common Law**

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ APR 03 2019 ★

LONG ISLAND OFFICE

Mario E. Castro,

Plaintiff(s),

vs.

THE BANK OF NEW YORK MELLON,
as Trustee for the Certificate Holders of
CWALT Inc., Alternative Loan Trust
2006-0A11 mortgage pass-through
certificates 2006-0A11, f/k/a THE BANK
OF NEW YORK MELLON,
ALTERNATIVE LOAN TRUST
2006-0A11; UNKNOWN Doe's 1-12,000

Civil Action No.: 17-cv-4375-JS-GRB

**PLAINTIFF'S OPPOSITION TO
DEFENDANT'S MOTION TO DISMISS**

SHELLPOINT MORTGAGE
SERVICING, UNKNOWN Doe's
1-12,000 ...

Defendant(s).

RECEIVED

APR 03 2019

EDNY PRO SE OFFICE

Plaintiff **Mario E. Castro**, of the age of the majority, with reservation of any and all natural rights hereby respectfully Presents the following objections to Defendant's Motion to Dismiss by Defendant's Attorneys (Natsayi Mawere and Joseph M. Defazio) at Akerman LLP (Doc. No. 32), filed 2/04/2019. As of the date of filing this opposition, Plaintiff and other specified parties (the

Case 2:17-cv-04375-JS-GRB Document 39 Filed 04/03/19 Page 2 of 4 PageID #: 584

parties (the Respondents) which include the main defendants to this case to which are being sued, entered into a private agreement/contract and addendum with all parties specified in that agreement (See...**Presentment/Motion to Compel including Exhibits-B1, B2, C, and D**) which is hereby incorporated by reference in this case). As per the agreement/contract and addendum, all parties to the agreement have agreed to have this matter arbitrated as that agreement has incorporated within it an **“arbitration clause.”** Because of the terms and or provisions specified in the referenced private agreement and agreed upon by the parties who are all in default as neither party has responded to any of the **Proof of Claims**, therefor Plaintiff no longer wishes to proceed with litigation in the manner initially sought and to stay within the terms and or provisions of that binding agreement, Plaintiff requests a stay of the proceedings as referenced in the **“Presentment/Motion to Compel”** which is hereby incorporated by reference in this case. For these reasons Plaintiff objects to **Defendant’s Motion to Dismiss**, and wishes to proceed through arbitration as specified in the **“Presentment/Motion to Compel”** and as agreed upon in the referenced agreement. Plaintiff no longer wishes to proceed with litigation in the manner originally sought against the parties who are part of the private agreement/contract and addendum referenced in **Exhibits -(B1,B2)**, filed on the record in this case by the Plaintiff. To stay within the term and provision of the referenced contract between the parties (the respondents), Plaintiff will only proceed in the manner to which all parties have agreed upon to which arbitration is the **“exclusive remedy”** agreed upon to resolve such disputes and controversy to which a stay is requested in this matter as I request that the matter be arbitrated to an arbitrator which has been and or will be elected as agreed upon by the parties to the agreement/contract and addendum as specified in that agreement. For further details of the terms agreed upon by the parties to the private conditional acceptance agreement/contract this court can review the **Exhibits – B1, B2** filed on the record in this case and incorporated by reference in this opposition as this court has also been receiving notifications of this agreement as a party to it

even before it was filed on the record in this case and have been showing prejudice towards the Plaintiff by continuously refusing to file the **Exhibits** on the record even when following the rules of the court or as they are required to construe the Plaintiffs filing liberally as the Plaintiff is not an attorney.

I. CONCLUSION

For the foregoing reasons referenced above and in the referenced “**Presentment/Motion to Compel**”, the Plaintiff hereby objects to any and all of the claims, averments and conclusion by the Defendant’s referenced in the **Defendant’s Motions to Dismiss** and requests that this court place a stay on the proceedings as this matter is to be arbitrated to a neutral agreed upon arbitrator/arbitration association in regards to this matter to which after arbitration has been conducted by the chosen arbitrator/arbitration association the Plaintiff’s will return to a court of original jurisdiction as specified in the agreement and move the court to get a Judgement based upon the Arbitrators findings.

Dated this 2nd day of April 2019,

RESPECTFULLY PRESENTED,

“Without Prejudice”


THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST
Mario E. Castro, Propria Persona, Sui Juris
All Natural Rights Explicitly Reserved and Retained
U.C.C. 1-207/1-308, 1.103.6
c/o 419 West Hills Rd. Melville, N.Y. 11747

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Plaintiffs' Opposition to Defendants Motion to Dismiss has been electronically mailed via the U.S. Post Office via the U.S. Postal Service to all parties listed below:

RESPECTFULLY PRESENTED,

Addressed to:

Akerman LLP

Attention: Natsayi Mawere, Joseph M. Defazio (Attorneys for Defendants)

666 Fifth Avenue 20th floor

New York, N.Y. 10103

Certified Mail #: 7017 2680 0000 4888 5594

“Without Prejudice”

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST
Mario E. Castro, Propria Persona, Sui Juris
All Natural Rights Explicitly Reserved and Retained
U.C.C. 1-207/1-308, 1.103.6
c/o 419 W Hills Road Melville, N.Y. 11747